

A. G. Contract: KR89-0562-TRD
ECS File: IGA 89-13
Project: AZM 600-0-508
Section: 4b
Outer Loop Highway
Trac No. 101 LMA H 0802 04C

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
CITY OF PEORIA

THIS AGREEMENT is entered into 11 July, 1989, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF PEORIA, acting by and through its City Council (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 and City of Peoria Charter Article I, Section 3, Paragraph 15, to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. It is to the mutual advantage of the State and the City to landscape certain areas within the right of way on the Outer Loop Highway, SR 101L at the following location, as shown on EXHIBIT "A", attached and made a part of this agreement:

NO.	<u>14026</u>
FILED WITH SECRETARY OF STATE	
Date Filed	<u>7-11-89</u>
	<u>Jim Sheen</u> Secretary of State
By	<u>B. J. Vermillion</u>

From centerline roadway station 576+12 to centerline roadway station 745+00, a net distance of approximately 3.20 miles, and including median islands within the following designated cross streets:

- o SR 101L and Grand Avenue
- o SR 101L and Thunderbird Road

II. SCOPE OF WORK

State will:

a. Prepare and submit to the City for approval, landscape architectural plans for the landscaping and irrigation project.

b. Upon approval, the project will be constructed by the State using State funds.

c. Maintain the landscaping and irrigation system generally within the freeway right of way under access control.

d. Furnish all electrical power to control the landscape irrigation system within the freeway right of way and at the designated cross streets.

City will:

a. Furnish and install necessary water services for the irrigation system from water mains to the designated locations within the right of way at State's expense.

b. Furnish and pay for all water to the irrigation system for the plantings during the construction contract; and all water hereafter necessary to properly maintain the landscape within all areas of the project.

c. Maintain the landscaping and the irrigation system for median islands at the designated cross streets as shown in EXHIBIT "A".

d. In the event the City assumes responsibility for maintenance of traffic signals at designated cross streets, the City will furnish the electrical power necessary to control the landscape irrigation system within the freeway right of way and designated cross streets.

e. Maintain the median landscaping for designated cross streets in an attractive manner as designed and approved by the State and City and will not make any changes, additions or deletions without written approval by the State. Maintenance will consist of the care of all landscaping in accordance with accepted horticultural practices; keeping all areas free of weeds, undesirable grasses and litter; applying irrigation water; furnishing and applying sprays and dust to combat diseases and other pests; pruning and replanting as required to maintain the landscaping as it was designed; testing, adjusting, repairing and operating the irrigation system; and the repair of all erosion to maintain the final grade established at the completion of the project. All maintenance work will be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic control will meet the requirements of the State's "Traffic Control Manual for Highway Construction and Maintenance".

III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State.

2. The terms, conditions and provisions of this agreement shall remain in full force and effect for a period of five (5) years from the effective date, unless terminated earlier by mutual consent of the parties hereto or unless this agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date. Further, this agreement may be terminated by the State at any time upon the giving of 60 days written notice. It is understood and agreed that in the event this Agreement is terminated by the City, the State shall in no way be obligated to maintain said landscaping.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518(B) and (C).

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Engineering Consultants Services
205 South 17th Avenue, Room 118E
Phoenix, AZ 85007

City of Peoria
Eldon Johansen, City Engineer
8355 West Peoria Avenue
Peoria, AZ 85345

7. Attached hereto and incorporated herein by reference is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement
the day and year first above written.

CITY OF PEORIA

STATE OF ARIZONA
DEPARTMENT OF TRANSPORTATION

By: Dennis Blinberg

Title: City Manager

Attest: Theresa Gomez
City Clerk

Gary K. Robinson
GARY K. ROBINSON
Chief Deputy State Engineer

3007j
06APR

CERTIFICATION OF RECORDING OFFICER

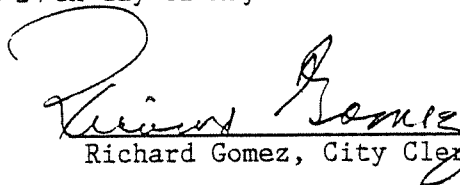
I, Richard Gomez, the duly appointed, qualified, and acting City Clerk of Peoria, Arizona, do hereby certify that the following extract from the minutes of the Regular Meeting of the Mayor and Council of the City of Peoria, Arizona, held on May 9, 1989 is a true and correct copy of the original minutes of such meeting on file and of record insofar as they relate to matters set forth.

" CC-2392

Agua Fria Landscape Agreement

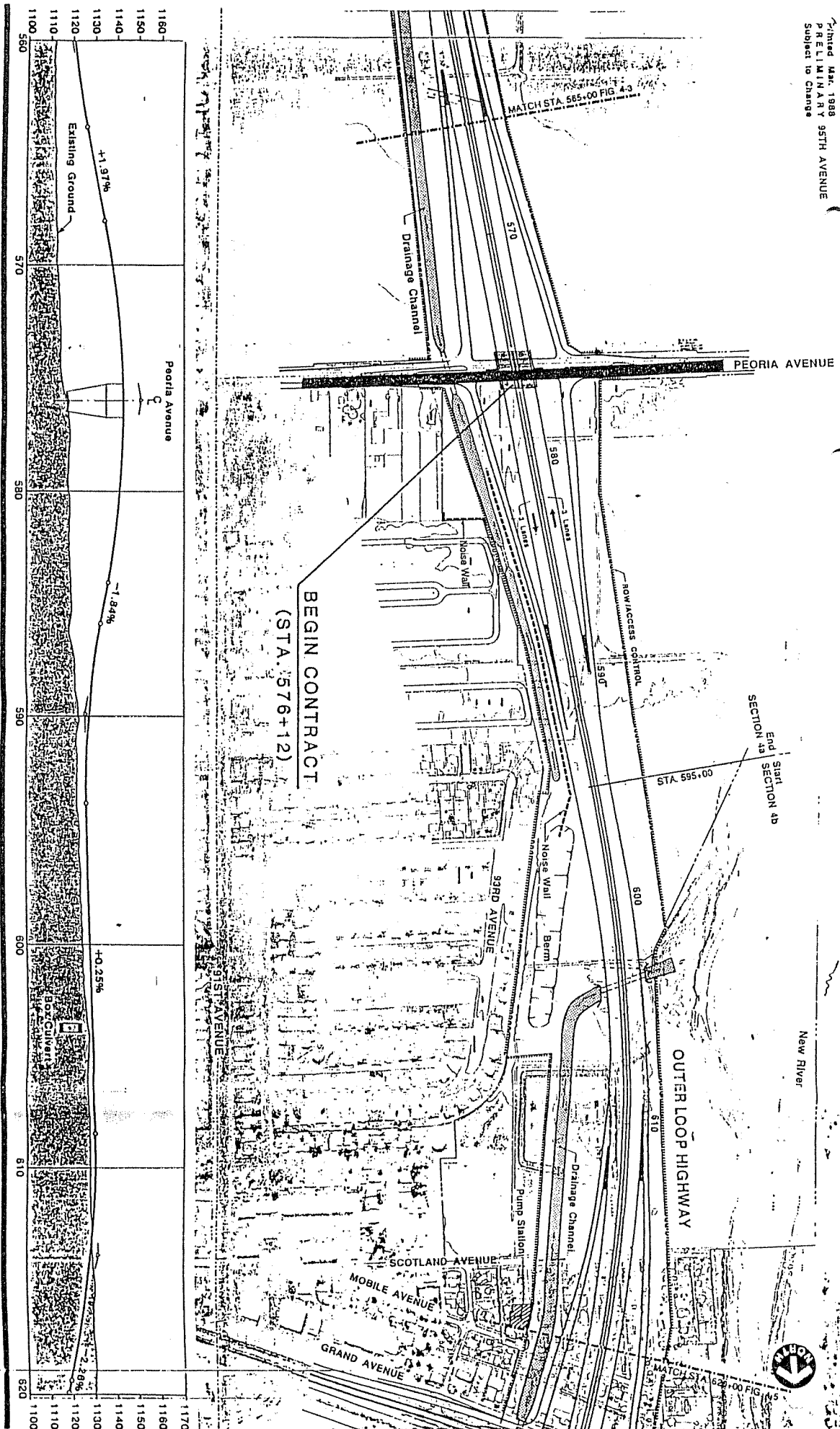
A supplement to the Council Communication provided all of the information the Council desired as to the type of plants and trees for landscaping purposes of the Agua Fria freeway from Peoria Avenue to the overpass at Skunk Creek. Approximate water cost to the City of Peoria to maintain the landscaping on an annual basis is approximately \$3,613.00. Thereafter Councilman Palmer moved to authorize the intergovernmental agreement with the Arizona Department of Transportation for City maintenance of the landscaping along the Agua Fria freeway as noted above. Motion seconded by Councilwoman Seeton and carried unanimously. "

IN TESTIMONY WHEREOF, I have hereunto set my hand and the seal of said City of Peoria, Arizona this 24th day of May 1989.


Richard Gomez, City Clerk

(SEAL)

LC6N 3187



Outer Loop Highway
 Prepared by Del. J. W. Calver & Company, Management Consultant for the
 ARIZONA DEPARTMENT OF TRANSPORTATION

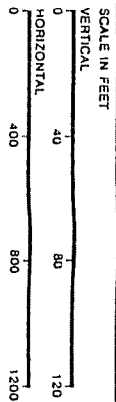
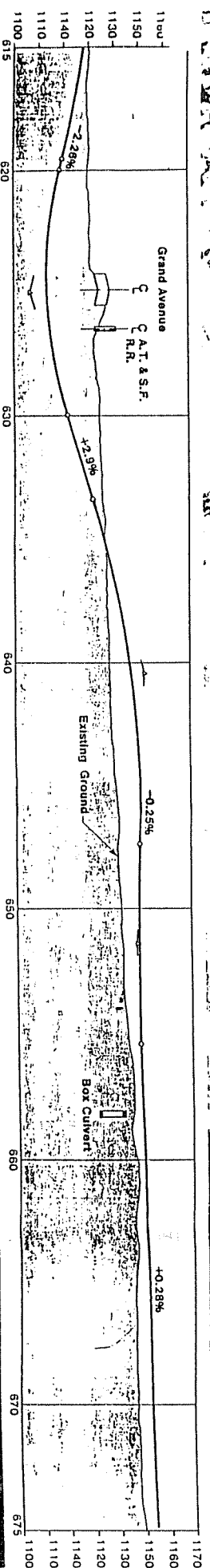
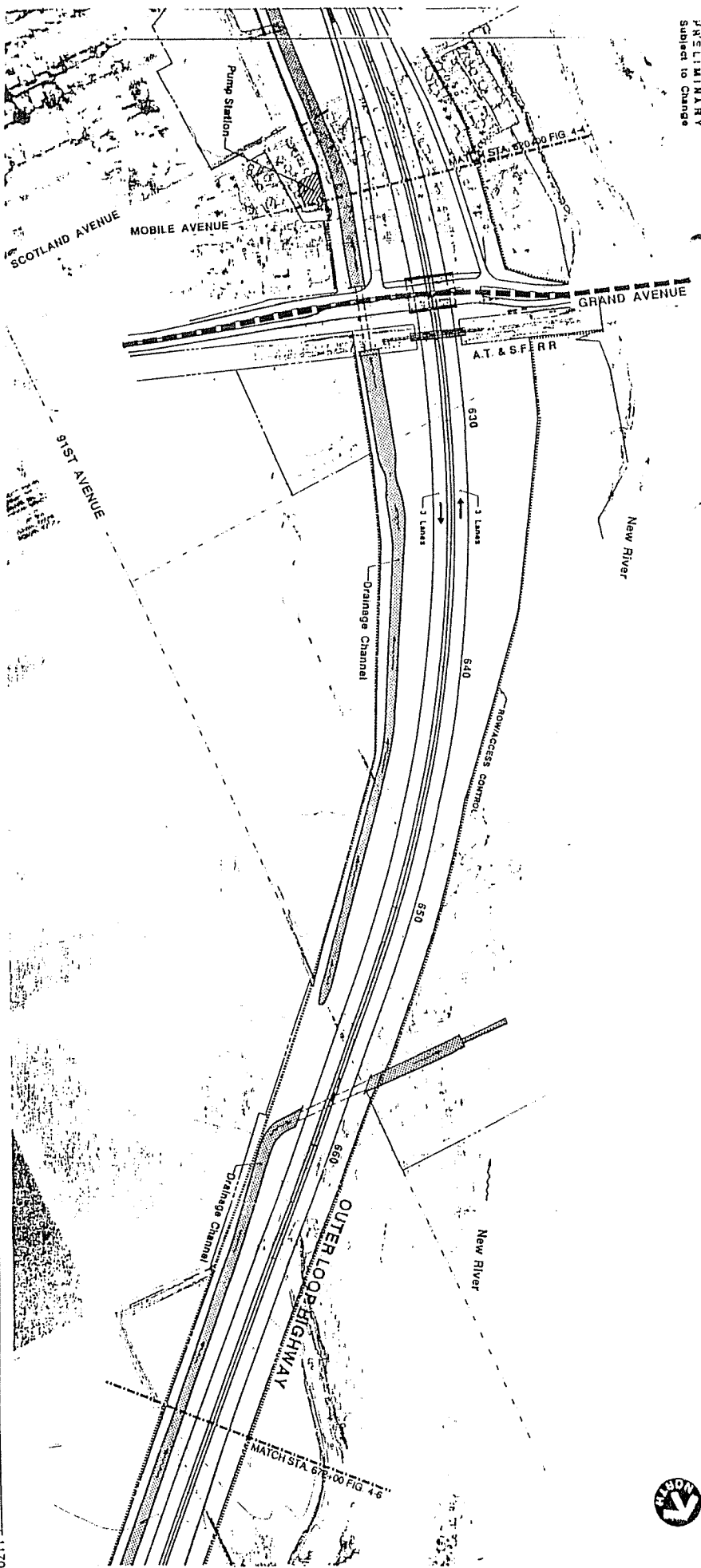


EXHIBIT - A
 FIGURE 4-4
 PEORIA AVENUE INTERCHANGE AREA
 CONTRACT LIMIT



LDN 3187



Outer Loop Highway

Prepared by Del. Ave. Calver & Company, Management Consultant for the
 ARIZONA DEPARTMENT OF TRANSPORTATION

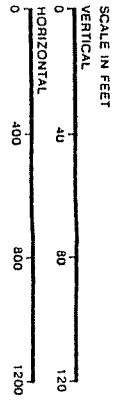
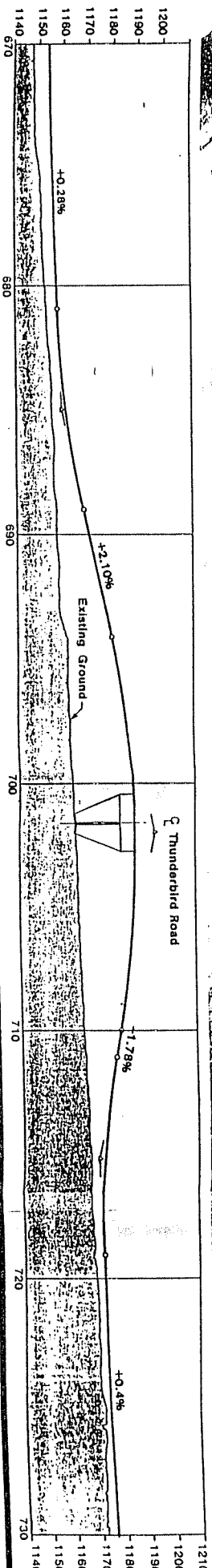
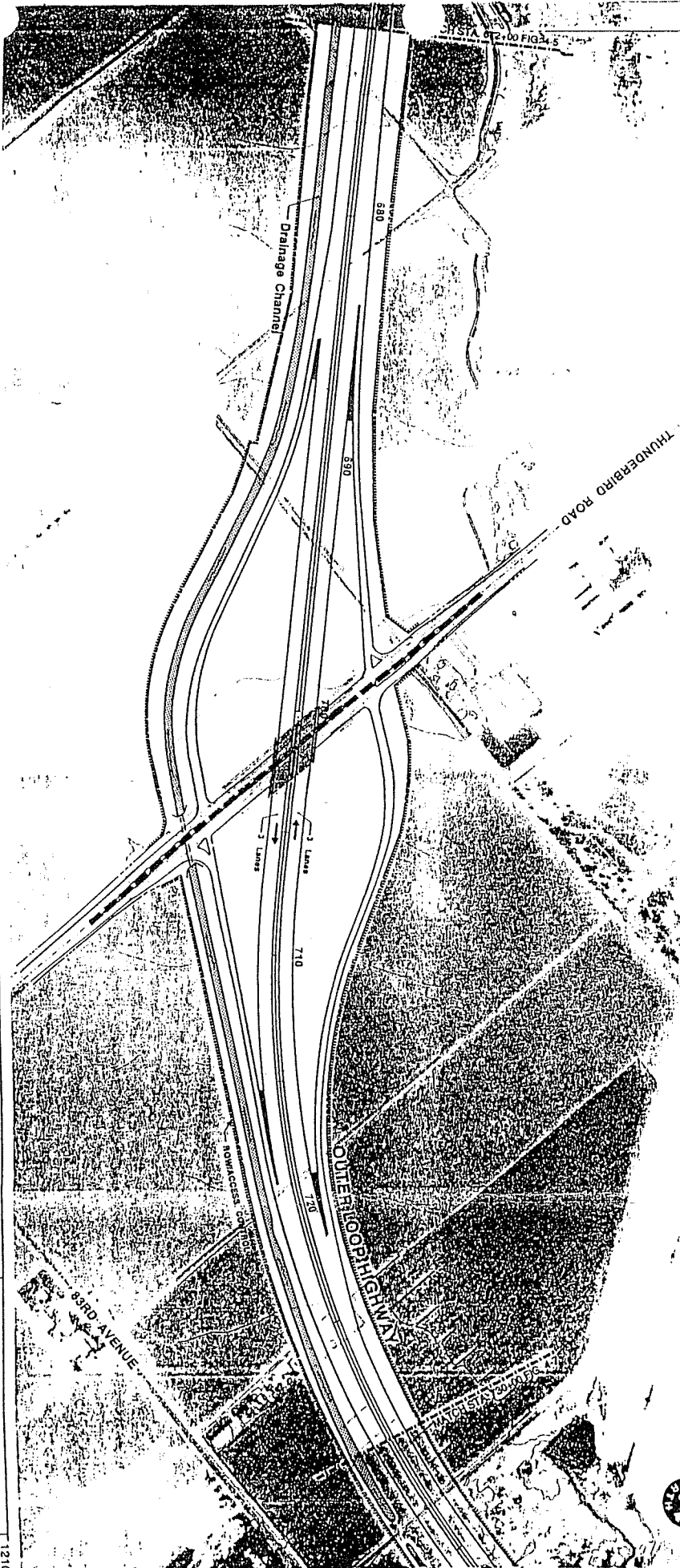


EXHIBIT - A

FIGURE 4-5
 GRAND AVENUE INTERCHANGE AREA
 MEDIAN LANDSCAPE



Outer Loop Highway
 Prepared by Delaw, Calver & Company, Management Consultant for the
 ARIZONA DEPARTMENT OF TRANSPORTATION

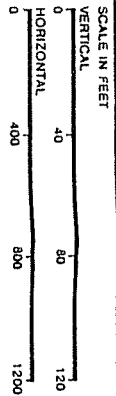


EXHIBIT - A
 FIGURE 4-6
 THUNDERBIRD ROAD INTERCHANGE AREA
 MEDIAN LANDSCAPE



Printed Mar. 1988
 PRELIMINARY
 Subject to Change

DESERT HARBOR DRIVE

EQUATION
 STA 754+01.96 Back
 STA 754+59.57 Ahead

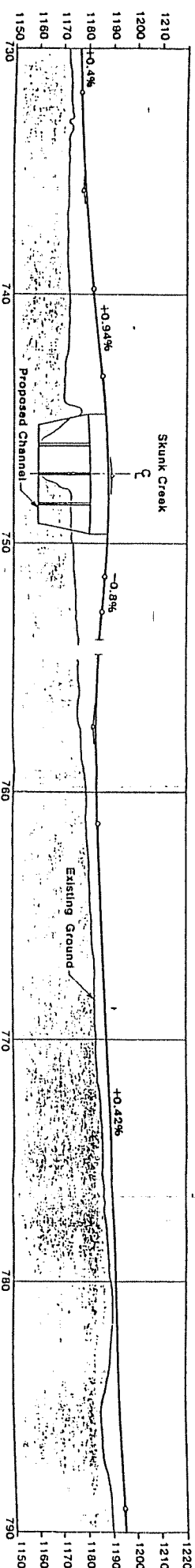
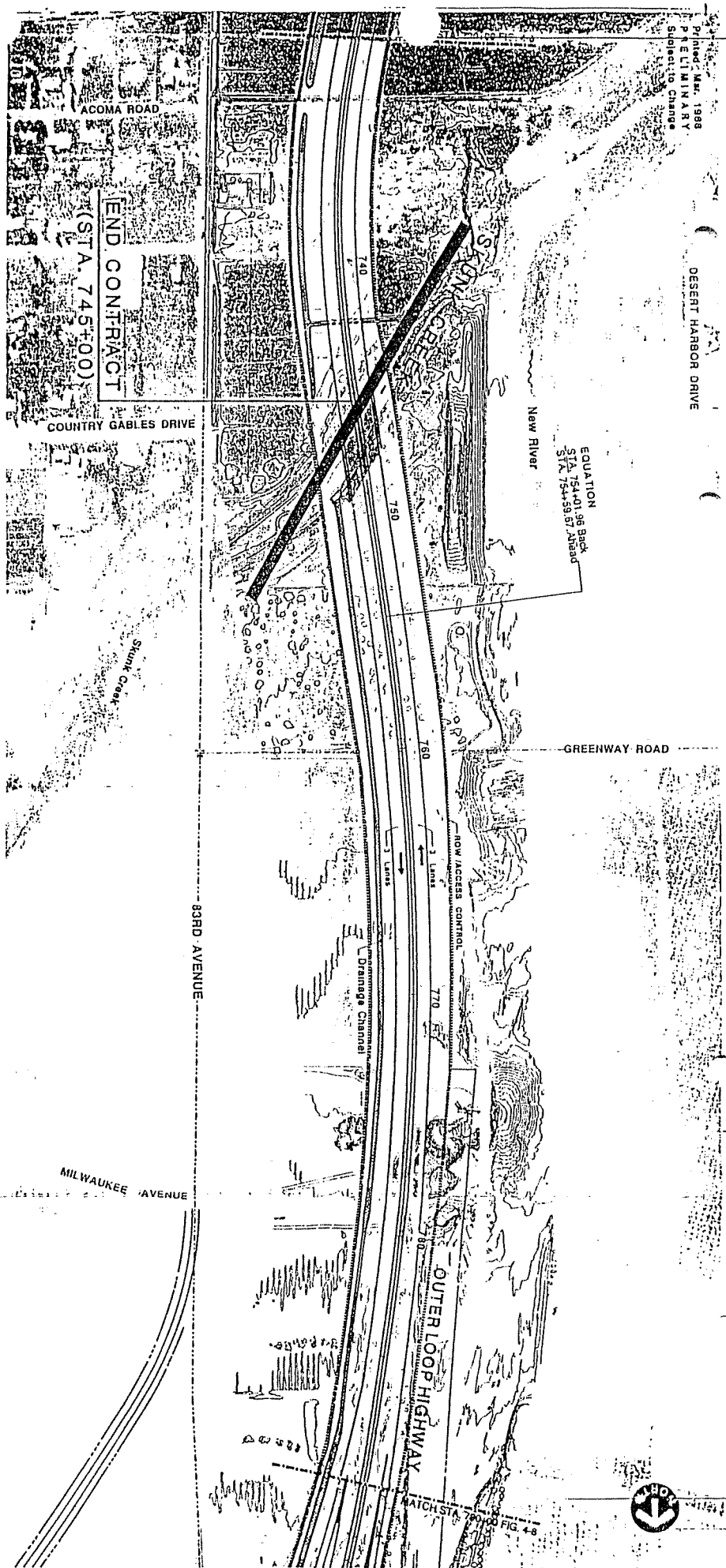
GREENWAY ROAD

OUTER LOOP HIGHWAY

MATCH STA 790+00 FIG. 4-B

83RD AVENUE

MILWAUKEE AVENUE



Outer Loop Highway
 Prepared by Del. & W. Calver & Company, Management Consultant for the
 ARIZONA DEPARTMENT OF TRANSPORTATION

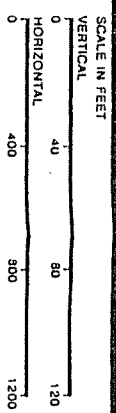



EXHIBIT - A
 FIGURE 4-7
 SKUNK CREEK OVERPASS AREA

IGA 89-13

RESOLUTION

BE IT RESOLVED on this 20th day of March 1989, that I, CHARLES L. MILLER, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Peoria for the purpose of landscape maintenance (between Grand Avenue and Thunderbird on Loop 101 of the Outer Loop).

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Chief Deputy State Engineer.



CHARLES L. MILLER, Director
Arizona Department of
Transportation

1204j/2

ATTORNEY GENERAL
TRANSPORTATION DIVISION

MEMORANDUM


June 8, 1989

TO: LYNN ACREE
Engineering Consultant Services

FROM: JAMES R. REDPATH
Chief Counsel

RE: City of Peoria IGA

The approval by the City Attorney is not in appropriate form and will have to be redone before we can approve the Agreement.


JAMES R. REDPATH

JRR/pkm
enclosure:

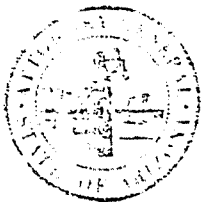
APPROVAL OF THE CITY ATTORNEY

I have reviewed the proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF PEORIA and declare this agreement to be in proper form and within the powers and authority granted under the laws of the State of Arizona.

DATED this 23rd day of June, 1989.

Ronald Z Keyser

City Attorney



Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert K. Corbin

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. K2-89-0562-TR is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 7th day of June, 1989.

ROBERT K. CORBIN
Attorney General

James R. Reynolds
Assistant Attorney General
Transportation Division